

Peim-Special services

PIX-515E-UR-BUN	PIX 515E (Chassis, Unrestricted SW, 2 FE Ports, VAC)	1	40%	\$ 7,995.00	\$ 4,797.00 ✓	12 \$ 1,860.00 ✓
CAB-AC	Power Cord, 110V	1	40%	\$ -	\$ -	
SF-PIX-6.2	PIX v6.2 Software for the PIX 515E, 525 and 535 Chassis	1	40%	\$ -	\$ -	
PIX-VPN-DES	56-bit DES VPN feature license for PIX Firewall	1	40%	\$ -	\$ -	
PIX-VPN-ACCEL	VPN Accelerator Card for PIX 515E/525/535-UR/FO Firewall	1	40%	\$ -	\$ -	
PIX-515UR-SW	Unrestricted feature license for PIX 515/515E Firewall	1	40%	\$ 5,485.00	\$ 3,297.00	
Product	Description	Quantity	Discount	Price	RISD Price	Total Hours Price PS ✓
CE-507	Content Engine 507, AC Power, ACNS Software	1	40%	\$ 5,500.00	\$ 3,300.00	12 \$ 1,860.00 ✓
CAB-AC	Power Cord, 110V	1	40%	\$ -	\$ -	
CE-DISK-18GB-607-X	(1) Extra 18GB, 10K RPM, SCSI disk drive for the CE 507	1	40%	\$ 995.00	\$ 597.00	
SF-507-ACNS-4.2-K9	Combined Enterprise Caching And ECDN Software v4.2, 3DES	1	40%	\$ -	\$ -	

GEAR TOTAL	\$ 46,337.60	SERVICES	\$ 12,980.00
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Voice

SW-CCM-UL-7910-SW	CallManager Unit license for single 7910-SW IP phone	1	40%	\$ 80.00	\$ 48.00	0.5	\$ 77.50	✓
Product	Description	Quantity		Price	RISD Price	Total Hours	Price PS	
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	1	40%	\$ 150.00	\$ 90.00	0.5	\$ 77.50	✓
Product	Description	Quantity	Discount	Price	RISD Price	Total Hours	Price PS	
ATA186-J2	2 port analog gateway	3	40%	\$ 170.00	\$ 306.00	0.5	\$ 77.50	✓

GEAR TOTAL \$ 48,309.60 SERVICES \$ 14,482.50

6219
\$1739.10

6219-54,677.5
66 - ~~6500.00~~
6560.10

8,586.28

66 = ✓ amt x 12% 200880.00
63 = everything else amt x 12% 241100.00
149,326.20
26,505.48
17,919.20
5,880.00
209,740.88
200880.00
241100.00
24105.60
17920.00
5000.00
209740.88



SUMMARY



	Equipment		Services	Total
HS - ADMIN	\$	65,549.00	\$ 6,500.00	\$ 72,049.00
ELEM- Middle	\$	190,010.00	\$ 23,270.00	\$ 213,280.00
PEIMS SPECIAL SERVICES	\$	46,337.60	\$ 11,180.00	\$ 57,517.60
VOICE	\$	48,309.60	\$ 13,975.00	\$ 62,284.60
		Total w/o training		\$ 355,131.20
PHONE TRAINING IF NEEDED	(200 users in 2 hour classes with 10 students)	\$	5,000.00	\$ 5,000.00
		Total w/training		\$ 410,131.20

Erate Eligible HS Admin	\$	65,549.00	\$ 6,500.00	\$ 72,049.00
Erate Eligible HS Elem-Middle	\$	190,010.00	\$ 23,270.00	\$ 213,280.00
Erate Eligible HS PEIMS Special Services	\$	38,243.60	\$ 9,620.00	\$ 47,863.60
Erate Eligible HS Voice	\$	32,856.60	\$ 8,515.00	\$ 41,371.60
Total Erate Eligible	\$	326,659.20	\$ 47,905.00	\$ 374,564.20

Non-Erate Eligible HS Admin	\$	-	\$ -	\$ -
Non-Erate Eligible HS Elem-Middle	\$	-	\$ -	\$ -
Non-Erate Eligible HS PEIMS Special Services	\$	8,094.00	\$ 1,560.00	\$ 9,654.00
Non-Erate Eligible HS Voice	\$	15,453.00	\$ 5,460.00	\$ 20,913.00
Total Non-Erate Eligible	\$	23,547.00	\$ 7,020.00	\$ 30,567.00

Estimated RISD Expense \$ 68,023.42
(Non-erate eligible plus 10% of erate eligible)

c-loc - lose erate

RACKS
UPS

220 electricity



	Equipment		Services	Total
HS - ADMIN	\$	65,549.00	\$ 7,750.00	\$ 73,299.00
ELEM- Middle	\$	190,010.00	\$ 15,345.00	\$ 205,355.00
PEIMS SPECIAL SERVICES	\$	48,337.60	\$ 12,080.00	\$ 60,427.60
VOICE	\$	48,309.60	\$ 14,492.58	\$ 62,802.18
PHONE TRAINING IF NEEDED (200 users in 2 hour classes with 10 students)	\$		\$ 5,000.00	\$ 5,000.00
				<u>\$ 404,883.70</u>

3/19/2004		
RISD Share Estimate	\$	57,171.18

4 40 400 91.34M

FROM ROYAL I. S. D. 281 934 2846

P. 1

December 9, 2002 Royal Independent School District Minutes

Motion by Foster, seconded by Yanchak, to approve the 2001/2002 fiscal audit report as presented.

AYES : 7 VOTING FOR : Hillsman, Foster, Mayberry, Cobio,
Cardiff, Ledford, Yanchak

NOES : 0 VOTING AGAINST: NONE

ABSTAIN : 0 NOT VOTING : NONE

Motion carried

**REPORT ON
PERFORMANCE
TESTING SERIES**

No action.

Dr. Laurie Bauer, and teachers, Charles Hein and Kathy Smith, presented a demonstration on benchmark testing using the Performance Series Assessment. The performance series is an on-line, diagnostic assessment for all students in grades 3-12. Students are tested on-line in reading and mathematics with immediate analysis of student data for teachers and administrators.

**CONSIDERATION
OF E-RATE
APPLICATION**

Rod Hardman, RISD Technology Director, spoke briefly on the compliance processes, timeline, and procedures regarding filing for e-rate funds.

Motion by Foster, seconded by Ledford, to approve the submittal of an e-rate application and required stipulations of the Board of Trustees.

AYES : 7 VOTING FOR : Hillsman, Foster, Mayberry, Cobio,
Cardiff, Ledford, Yanchak

NOES : 0 VOTING AGAINST: NONE

ABSTAIN : 0 NOT VOTING : NONE

Motion carried.

**APPROVAL OF
LOCKER BID**

Motion by Cardiff, seconded by Mayberry, to approve the purchase of replacement lockers for Royal High School, including installation, in accordance with Royal ISD bid specifications in the amount of \$46,442.00 by Penco Products, Inc.

AYES : 7 VOTING FOR : Hillsman, Foster, Mayberry, Cobio,
Cardiff, Ledford, Yanchak

NOES : 0 VOTING AGAINST: NONE

ABSTAIN : 0 NOT VOTING : NONE

Motion carried

**RESCIND
DISTRICT LEGAL
POLICIES, 2nd and
FINAL READING**

Motion by Ledford, seconded by Cardiff, to rescind all legal policies previously adopted by the Board of Trustees and recognize that legal policies developed by the Texas Association of School Boards (TASB) are state and federal laws to be followed by our school district on 2nd and final reading.

AYES : 7 VOTING FOR : Hillsman, Foster, Mayberry, Cobio,
Cardiff, Ledford, Yanchak

NOES : 0 VOTING AGAINST: NONE

ABSTAIN : 0 NOT VOTING : NONE

Motion carried

**CONSIDERATION
OF POLICIES ON
1ST READING**

No action. The following list of policies were reviewed and discussed.

DC(LOCAL) Employment Practices

DCB(LOCAL) Employment Practices: Educator Term Contracts

DCD(LOCAL) Employment Practices: At-Will Employment

DCE(LOCAL) Employment Practices: Other Types of Contracts

EIE(LOCAL) Academic Achievement: Retention & Promotion

**SALE OF
PROPERTIES**

Motion by Ledford, seconded by Cobio, to authorize the administration to advertise for Requests for Proposals for the following:

- Request for Real Estate Agent Proposals

- Request for Real Estate Appraisal Qualifications

AYES : 7 VOTING FOR : Hillsman, Foster, Mayberry, Cobio,
Cardiff, Ledford, Yanchak

NOES : 0 VOTING AGAINST: NONE

ABSTAIN : 0 NOT VOTING : NONE

Motion carried

CANCELCC DOCKET 02-6
ATTACHMENT F**Schools and Libraries Service Program
Services Ordered and Certification Form 471
Application Status Display****Billed Entity Number: 141293 Funding Year: 2003****For an explanation of your Application Status, please scroll down to the
Explanation table below.**

Form 471 Application Number	Applicant Form Identifier	Application Status
351477		FCDL Issued - 03/03/2004

Application Status	Explanation
Canceled	Your Form 471 has been canceled. No further action will be taken on this form.
Incomplete	Block 1 of your Form 471 has been successfully data entered. However, no further action will be taken on this form until it is completed and certified (whether online or on paper) and moves to Certified - In Window status.
Complete	THIS STATUS IS FOR ONLINE FILERS ONLY: You have clicked the "Submit" button to file your Form 471, but the Block 6 certification process (whether online or on paper) has not been completed.
Certified - In Window	Your Form 471 was successfully certified within the filing window for the Funding Year and is awaiting assignment for Initial Review.
Certified - Out of Window	Your Form 471 was certified outside of the filing window for the Funding Year.
Initial Review	Your Form 471 has been assigned for Initial Review and is being reviewed by Program Integrity Assurance (PIA) for compliance with program rules. All applications must receive both an Initial Review and a Final Review. NOTE: Your Form 471 may return to Initial Review status at any time before a Funding Commitment Decision Letter is issued.
Available for Final Review	Your Form 471 review has completed Initial Review and is awaiting assignment for Final Review. All applications must complete both an Initial Review and a Final Review.
Final Review	Your Form 471 has been assigned for Final Review. All applications must receive both an Initial Review and a Final Review. NOTE: Your Form 471 may return to Final Review status at any time before a Funding Commitment Decision Letter is issued.
Available for Quality Assurance	Your Form 471 has completed Final Review. Your Form 471 may be assigned for Quality Assurance Review. Quality Assurance Review verifies that the Initial Review and Final Review procedures were properly performed.

Quick Links

Vehicle Registration Renewal
 Voter Address Change
 Concealed Handgun License
 Texas Veterans Portal
 Emergency Preparedness

Find almost anything on Texas.gov

GO

More search options »

Popular searches this week

Vehicle Registration, Lottery Results, Driving Record, Voter Registration

State of Texas

Governor's Website

Legislative | Judicial
Texas Voting Info

Do.

Take it online! Access
 Texas government
 services here.

Change Voter Address
 Renew Vehicle Registration
 Order Driver Record
 Pay Sales Tax
 Renew Driver License/ID Card
 Order Vital Records

Do More

Discover.

Look here for Texas
 information by
 category.

Agency Finder
 Assistance & Benefits
 Business & Professional
 Employment & Jobs
 Information Near You
 Licenses & Permits

Discover More

Connect.

We have many ways to
 keep you informed.
 Meet us here!

Local Representatives
 Social Media
 Mobile Application
 Notifications & Alerts
 Community Ideas
 Open Data

Connect More

Ask.

Sometimes it's easier to
 ask. Go ahead, we're
 here to help.

FAQs
 Live Chat
 Find an Agency
 Contact Information
 Community Questions
 2-1-1 Texas

Ask More

Doing

HAPPENING ON TEXAS.GOV

2014

Texans renewed a
 concealed handgun
 license online last
 week

See more services »



Discovering

GOVERNMENT SPOTLIGHT

Texas State Board of Public
 Accountancy (TSBPA)

The mission
 of the
 TSBPA is to
 protect the
 public by
 ensuring
 that
 people...

See all Texas spotlights »



Connecting

TEXAS.GOV PHOTOS



Colorado River
 See all photos »
 Submit a photo »

Answering

YOUR QUESTIONS

Q: What is the voter
 registration deadline for the
 November 2, 2010 Election?

A: October 4th, 2010.
 Download a voter registration
 application here.

Other voting questions »
 See more questions »

Legal Elements of a Contract

The essential elements necessary to form a binding contract are usually described as:

- An Offer
- An Acceptance in strict compliance with the terms of the offer
- Legal Purpose/Objective
- Mutuality of Obligation – also known as the “meeting of the minds”
- Consideration
- Competent Parties^{vi}

Offer

An offer is defined as the manifestation of the “willingness to enter into a bargain so made as to justify another person in understanding that his assent to the bargain is invited and will conclude it.”ⁱⁱⁱ

Acceptance

Acceptance of an offer can occur in several ways: Acceptance of an offer is a manifestation of assent to the terms thereof made by the offeree in a manner invited or required by the offer.^{iv} An acceptance must not change the terms of an offer. If it does, the offer is rejected.^v A material change in a proposed contract constitutes a counteroffer, which must be accepted by the other party.^{vi}

Legal Purpose

The objective of the contract must be for a legal purpose. For example, a contract for illegal distribution of drugs is not a binding contract because the purpose for which it exists is not legal.

Mutuality of Obligation

This element is also known as the “meeting of the minds”. Mutuality of obligation refers to the parties’ mutual understanding and assent to the expression of their agreement.^{vii} The parties must agree to the same thing, in the same sense, at the same time. The determination of a meeting of their minds, and thus offer and acceptance, is based on the objective standard of what the parties said and did and not their subjective state of mind.^{viii} Unexpressed subjective intent is irrelevant. In determining whether mutual assent is present, the court looks to the communications between the parties and to the acts and circumstances surrounding these communications.^{ix} The offer must be clear and definite just as there must be a clear and definite acceptance of all terms contained in the offer.^x Where a meeting of the minds is contested, the determination of the existence of a contract is a question of fact.^{xi} If the fact finder determines that one party reasonably drew the inference of a promise from the other party’s conduct, that promise will be given effect in law.^{xii}

To be enforceable, the parties must have agreed on the essential terms of the contract.^{xiii} However, parties may agree upon some contractual terms, understanding them to be an agreement and leave other contract terms to be made later.^{xiv} Full agreement on all contractual terms is the best practice and should be the norm. It is only when an essential term is left open for future negotiation that there is nothing more than an unenforceable agreement to agree.^{xv} Such an agreement is void as a contract.^{xvi}

Any contract or mutual understanding between parties that differs materially from the original offer is open to legal challenge. Should any component of a negotiation tend toward a final result where a contract or agreement differs materially from the offer, that component of the negotiation should cease. If the component in question is critical to the provision of a service or goods, the issuance of another offer that incorporates that component should be considered.

Certainty of Subject Matter

In general, a contract is legally binding only if its terms are sufficiently defined to enable a court to understand the parties' obligations.^{xiii} The rules regarding indefiniteness of material terms of a contract are based on the concept that a party cannot accept an offer so as to form a contract unless the terms of that contract are reasonably certain.^{xiii} Thus, the material terms of a contract must be agreed upon before a court can enforce the contract.^{xiii} Each contract should be considered separately to determine its material terms.

As a general rule, an agreement simply to enter into negotiations for a contract later also does not create an enforceable contract. Parties may agree on some of the terms of a contract and understand them to be an agreement, and yet leave other portions of the agreement to be made later. ^x

Sometimes terms are omitted from contracts and assuming the omitted term is not an essential term, the courts have implied terms to preserve the enforceability of the contract should a legal challenge arise. A court may uphold an agreement by supplying missing terms.^{xiii} Historically, Texas courts prefer to validate transactions rather than void them, but courts may not create a contract where none exists and they generally may not insert or eliminate essential terms. Whether or not a court will imply or supply missing contract terms will depend on the specific facts of the transaction. An example of terms that have been implied or supplied are time and place of performance.^{xiii}

Consideration

Consideration is an essential element of any valid contract.^{xiii} Consideration consists of either a benefit to the promisor or a detriment to the promisee.^{xiii} It is a present exchange bargained for in return for a promise. It may consist of some right, interest, profit, or benefit that accrues to one party, or alternatively, of some forbearance, loss or responsibility that is undertaken or incurred by the other party.^{xv} It is not necessary for a contract to be supported by a monetary consideration.^{xiii}

Competent Parties

Parties to a contract must be competent and authorized to enter into a contract.

ⁱ See Buxani v. Nussbaum, 940 S. W. 2d 350, 352 (Tex. App.-San Antonio 1997, no writ); and Hallmark v. Hand, 885 S.W.2d 471, 476 (Tex. App.-El Paso 1994, writ denied); see also McCulley Fine Arts Gallery, Inc. v. "X" Partners, 860 S.W.2d 473, 477 (Tex. App. - El Paso, 1993, no writ).

ⁱⁱ See Roark v. Stallworth Oil and Gas Inc., 813 S.W.2d 492,496 (Tex. 1991); and see also Federal Sign v. Texas Southern University, 951 S.W.2d 401,408 (Tex. 1997) rehearing of cause overruled (Oct 02, 1997).

ⁱⁱⁱ Restatement (Second) of Contracts §24 (1981).

^{iv} Restatement (Second) of Contracts §50 (1) (1981).

^v United Concrete Pipe Corp. v. Spin-Line Co., 430 S.W.2d 360, 364 (Tex. 1968).

^{vi} Antonini v. Harris County Appraisal Dist., 999 S.W.2d 608, 611 (Tex. App.-Houston [14th Dist.] 1999, no pet.)

^{vii} Weynand v. Weynand, 990 S.W.2d 843, 846 (Tex. App.-Dallas 1999, pet. denied).

^{viii} Copeland v. Alsobrook, 3 S.W.2d 598, 604 (Tex. App. - San Antonio 1999, pet. denied).

^{ix} Wiley V. Bertelson, 770 S.W.2d 878,882 (Tex. App.-Texarkana 1989, no writ).

^x Gulf Coast Farmers Co-op v. Valley Co-op Oil Mill, 572 S.W.2d 726, 737(Tex. Civ. App. - Corpus Christi 1978, no writ).

^{xi} Runnells v. Firestone, 746 S.W.2d 845, 849 (Tex. App. - Houston [14th Dist.] 1988), writ denied per curiam, 870 S.W.2d 240 (Tex. 1988).

^{xii} Copeland, 3 S.W.3d at 605

^{xiii} T.O. Stanley Boot Co. v. Bank of El Paso, 847 S.W.2d 218, 221 (Tex. 1992).

^{xiv} Komet v. Graves, 40 S.W.3d 596, 602 (Tex. App.-San Antonio 2001, no pet.); Hardin Constr. Group, Inc. v. Strictly Painting, Inc., 945 S. W. 2d 308, 313 (Tex. App. - San Antonio 1997, orig. proceeding); Texas Oil Co. v. Tenneco Inc., 917 S.W.2d 826, 830 (Tex. App.-Houston [14th Dist.] 1994), rev'd on other grounds sub nom. Morgan Stanley & Co., Inc. v. Texas Oil Co., 958 S.W.2d 178 (Tex. 1997).

^{xv} T.O. Stanley Boot Co., 847 S.W.2d at 221; Scott v. Ingle Bros. Pac., Inc., 489 S.W. 2d 554, 555 (Tex. 1972); Texas Oil Co., 917 S.W.2d at 830; Komet, 40 S.W.3d at 602.

^{xvi} Texas Oil Co., 917 S.W.2d at 830.

^{xvii} T.O. Stanley Boot Co. v Bank of El Paso, 847 S.W.2d 218, 221 (Tex. 1992).

^{xviii} Fort Worth Indep. Sch. Dist. V. City of Fort Worth, 22 S.W.3d 832, 846 (Texas. 2000) (quoting Texas Oil Co. v. Tenneco Inc., 917 S.W. 2d 826, 830 (Tex. App.-Houston [14th Dist] 1994), rev'd on other grounds, 958 S.W.2d 178 (Tex. 1997)).

^{xix} T.O. Stanley Boot Co., 847 S.W.2d at 221.

^{xx} Scott v. Ingle Bros. Pacific, Inc., 489 S.W.2d 554, 555 (Tex. 1972); City of Fort Worth v. Gene Hill Equip. Co., 761 S.W.2d 816, 820 (Texas.App.-Dallas, 1991).

^{xxi} Texas Oil Co., 917 S.W.2d at 830.

^{xxii} When a contract leaves open the time and place of performance, the law may imply that the time of performance was to be reasonable time. Moore v. Dilworth, 142 Tex. 538, 542 179 S.W.2d 940, 942 (1944). What is reasonable depends on the facts and circumstances as they existed at the date of the contract. Heritage Resources, Inc. v. Anschutz Corp., 689 S.W.2d 952, 955 (Tex.App.-El Paso 1985, writ ref'd n.r.e.). See also Solomon v. Greenblatt, 812 S.W.2d 7 (Tex.App.-Dallas, 1991) (court implied the time and place of performance in a 'consulting services' contract for management consulting.).

^{xxiii} Smith v. Renz, 840 S.W. 2d 701, 704 (Tex.App.-Corpus Christi 1992, writ denied).

^{xxiv} Roark, 813 S.W.2d at 496.

^{xxv} Solomon V. Greenblatt, 812 S.W.2d 7, 15 (Tex.App.-Dallas 1991, no writ).

^{xxvi} City of Crystal City v. Crystal City County Club, 486 S.W.2d 887,888 (Tex.Civ.App.-Beaumont 1972, writ ref'd n.r.e.); see also Jennings v. Radio Station KSCS, 96.3 FM, Inc., 708 S.W.2d 60, 61 9Tex.App.-Forth Worth 1986) rev'd on other grounds, 750 S.W.2d 760 (Texas 1988) (plaintiff/listener entitled to collect contest proceeds; consideration to radio station was gain in new listeners who hoped to win contest).

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
VOLUME PRICING CONTRACT
InterNetworks Experts**

This **VOLUME PRICING CONTRACT** for the acquisition of Cisco products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and InterNetwork Experts with its principal place of business at 8601 RR 2222, Building 1, Suite 200, Austin, Texas 78730.

1. Contract Scope and Term

This Contract sets forth the terms and conditions governing the acquisition of Cisco products and related services. Terms used in this document shall have the meanings set forth below in Section 2, Definitions. This Contract is available for use by all Customers.

The term of this Contract shall be two (2) years commencing on the last date of approval by the parties. Prior to expiration of the original term, the parties may renew this contract, upon approval of DIR, for up to two (2) optional one-year terms. Upon termination of this Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made by Customers prior to such termination.

2. Definitions

Terms used in this Contract shall have the following meanings:

- A. DIR** - the Department of Information Resources.
- B. Customer** - any Texas state agency and local government as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003), and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.
- C. Reseller** - InterNetwork Experts. The distributor, dealer, or value-added Reseller designated by DIR who is the distribution source for the Products included under this Contract.
- D. Product** - any Information Resources Technology item included under this Contract. Product may include any pre-loaded software necessary for operation.
- E. Services** - any value-added service that the Reseller may perform as related to products available under this Contract.
- F. State Contract Administrator** - the individual as appointed by DIR to administer this Contract on behalf of the State of Texas and the Customers.
- G. Reseller Contract Administrator** - the individual as appointed by the Reseller to administer this Contract on behalf of the Resellers.
- H. Administrative Fee** - the fee used to defray DIR's cost of negotiating, executing and administering this contract.
- I. Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- J. Information Resources Technology (Technologies)** - as defined in Texas Government Code §2054.003.

K. Day Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

L. State – refers to the State of Texas.

M. Go DIRECT Coordinator – refers to the individual appointed by DIR to administer and collect the Contract reporting data on behalf of the State and the authorized Customers.

3. Entire Agreement and Order of Precedence

This Contract; Appendix A, Standard Clauses for Texas DIR Contracts; Appendix B, HUB Subcontracting Plan; Appendix C, Pricing Index; and Appendix D, Texas Marketplace Posting, DIR-TMP-03-029, constitute the entire agreement between the parties hereto. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, and finally Appendix D. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, with the approval of DIR.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Reseller shall furnish a copy of such better offerings to DIR upon request. No additional term or condition of a purchase order issued by a Customer can weaken a term or condition of this Contract. In the event of a conflict between a Customer's Purchase Order and this Contract, the Contract term shall control.

4. Product and Service Offerings

Products available under this Contract are set forth as any Information Resources Technology item included in Texas Marketplace Posting DIR-TMP-03-029 and listed within Appendix C, Pricing Index and Product Offering. Services include any value-added service included in Texas Marketplace Posting DIR-TMP-03-029 that the Reseller may perform as related to products available under this Contract.

A. Products

Reseller will maintain a product list including pricing, product descriptions, and product specifications for all products offered under this Contract. The product list may be updated at any time during the term of this Contract to incorporate product model changes or product upgrades, addition of new products, and removal of obsolete or discontinued products.

B. Services

Reseller will maintain a list including pricing and descriptions for all services offered under this Contract. The services list may be updated at any time during the term of this Contract to incorporate changes to the service offering.

5. Contract Administration

DIR and the Reseller will each provide a Contract administrator to support this Contract. Information regarding the Contract administrators will be posted on the Internet web site designated for this Contract.

A. State Contract Administrator

DIR shall provide a Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) advising DIR of Reseller's

performance under the terms and conditions of this Contract, and iii) periodic verification of product pricing and monthly reports submitted by the Reseller.

B. Reseller Contract Administrator

Reseller shall provide a dedicated Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) facilitating dispute resolution between the Reseller and a Customer, and iii) advising DIR of Reseller's performance under the terms and conditions of this Contract. DIR reserves the right to require a change in Reseller's then-current contract administrator if the assigned administrator is not, in the opinion of DIR, adequately serving the needs of the State.

6. Geographic Coverage

Reseller shall provide service, sales and support resources to serve Customers at multiple geographic purchasing locations throughout the State of Texas.

7. Pricing

If Reseller offers and makes sales of products and services at a higher rate of discount, based on a quantity of one, from that specified in this Contract, to an eligible DIR Customer, other entity or consortia authorized by Texas law to sell products and services available under this Contract to eligible DIR Customers, then the available discount levels in this Contract shall automatically be adjusted to that higher discount rate. Vendor may respond to any Request for Offer (RFO) from an eligible DIR Customer that may be posted on the Electronic State Business Daily of the Texas Marketplace. Vendor shall first inform the eligible Customer of its ability to procure through this contract prior to submitting a response to the Customer's RFO.

A. Customer Discount

Based on a quantity of one (1), the Customer discount from the Reseller for all Products and Services will be a percentage off the Manufacturer's Suggested Retail Price (MSRP), as listed and set forth in Appendix C, Pricing Index. Customer may negotiate more advantageous pricing for large volume purchases with the Reseller.

For all Cisco Equipment purchases, Cisco, Inc. will provide Reseller an additional three percent (3%) discount in addition to their current standard forty-two percent (42%) discount from MSRP. Reseller agrees that the additional three percentage points (3%) received from Cisco, Inc. will only be used for sales that pass through this contract.

B. DIR Administrative fee

The DIR administrative fee specified in Section 10, Reporting and Administrative Fees, shall be included in the Customer Discount set forth herein. The administrative fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

C. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be F.O.B. Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

D. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 USC Secs. 4253(i) and (j).

E. Changes to Prices

Reseller may change the price of any product or service at any time, based upon changes to the Manufacturer's Suggested Retail Price, but discount levels shall remain consistent with the discount levels specified within Appendix C, Pricing Index. Price decreases shall take effect automatically during this Contract term and Reseller shall pass all price decreases on to the Customer.

Reseller may make product model changes and add new products or product upgrades at any time and the pricing for the same shall incorporate comparable price discount levels as specified within Appendix C, Product and Pricing Index.

8. Order Processing and Payments

All Customer purchase orders will be placed directly with the Reseller and shall reference Contract Number DIR-BUSOP-012. Accurate purchase orders shall be effective and binding upon Reseller when placed in the mail or electronically transmitted prior to the termination of this Contract period.

Invoices shall be submitted by the Reseller directly to the Customer and shall be issued by the Reseller in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under this Contract and any provision of acceptance of such products and/or services shall be made to the Reseller by the Customer.

Invoices must be timely and accurate. Each invoice must match Customer's order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the order by the Customer.

Customer(s) shall comply with Chapter 2251, Texas Government Code, in making payments to Reseller. Payment under this contract shall not foreclose the right to recover wrongful payments.

9. Internet Access to Contract and Pricing Information

Access by Customers to Contract terms and pricing information shall be made available and posted on the Internet. To that end, upon sixty (60) days from execution of the Contract, Reseller will be required to host the complete Contract product and service offerings, including pricing, at Reseller's Internet site. Internet access to this information will be provided including all subsequent changes to the product and services offerings and pricing during the term of this Contract at no cost to DIR, the State, and Customers.

A. Accurate and Timely Contract Information

Reseller warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at Reseller's web site. Reseller shall indemnify DIR, the State, and Customers for damages resulting from errors or inaccuracies in such information, or from any failure to maintain or timely post Contract information in accordance with this paragraph.

B. Price Data Retention and Compliance Checks

Periodic Compliance Checks of the information posted for this Contract on Reseller's web site will be conducted by DIR. Upon request by DIR, Reseller shall provide verifiable documentation that pricing listed upon this site is uniform with the Customer Discount as stated within Appendix C, Product and Pricing Index.

C. Web Site Changes

Reseller hereby consents to a link from the DIR web site to Reseller's web site in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Reseller with subsequent notice of link termination or removal. Reseller shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

D. Use of Access Data Prohibited

If Reseller stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by Reseller for the purpose of implementing or marketing the State Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and Reseller shall not restrict access to the Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

E. Responsibility for Content

Reseller is solely responsible for administration, content, intellectual property rights, and all materials at Reseller's web site. Reseller is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Reseller nor any of the foregoing has any authority to act or speak on behalf of DIR or the State. DIR requires Reseller to list all information on the web site, such as: company name, address, contact information, phone and fax number, email address, State Vendor ID number, and other applicable information as deemed necessary by DIR. Information consistent with the terms of this Contract about payment, shipping, returns, delivery terms and special pricing shall be available. DIR also reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent this Contract.

F. On-line Price Configurator

Reseller may be required to make available an on-line configurator at its Contract web site. Directions and assistance in using the configurator and web site in general must be available at entry. This configurator must enable Customers to: (i) view the options available for the type of product or service requested, (ii) search and find products or services offered under this Contract, and (iii) calculate complete acquisition costs. Customers shall have the option of printing their "shopping cart" choices. For those users who are positioned to use it, Reseller shall make available an option for on-line secure ordering.

10. Reporting and Administrative Fees

Reseller shall be responsible for reporting all products and services purchased under this Contract. The failure to file the monthly reports, subcontract reports, and pay the administrative fees on a timely basis will constitute grounds for suspension or termination of the contract for cause. If Reseller submits three (3) consecutive monthly reports incorrectly, DIR reserves the right to suspend or terminate this contract for cause. Reseller's liability for any breach of this section is limited to the amount of administrative fees owed to DIR by Reseller.

DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Reseller's applicable Contract books.

A. Detailed Monthly Report

Reseller shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under this Contract for the previous month period. Reports shall be submitted to the DIR Go DIRect Coordinator. Reports are due on the fifteenth (15th) day of the close of the previous month period. The monthly report shall include the Reseller's company name, each Customer name, order date, ship date, description, part numbers, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each line item sale must contain all information listed above or the report will be rejected and returned to the Reseller for correction.

B. Historically Underutilized Business Subcontract Reports

Reseller shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to this Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

Reports shall be due quarterly in compliance with the following schedule, or as requested by each ordering Customer:

September – November: due by December 5th

December – February: due by March 5th

March – May: due June 5th

June – August: due September 5th

C. DIR Administrative Fee

An administrative fee shall be paid by Reseller to DIR to defray the DIR costs of negotiating, executing, and administering this Contract. All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Reseller. Any change in the administrative fee shall be incorporated in the price to the Customer.

Reseller will pay DIR, on the fifteenth (15th) day of the close of the previous month period, a one percent (1%) administrative fee based on the dollar value of all sales to Customers pursuant to this Contract. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$1,000.

11. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given on i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party.

If sent to the State:

Patrick W. Hogan
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Fax: (512) 475-4759
Email: patrick.hogan@dir.state.tx.us

If sent to the Reseller:

Don Smith
InterNetwork Experts
8601 RR 2222, Bldg 1, Suite 100
Austin, Texas 78730
Phone: (512) 795-8811 x 2003
Fax: (512) 795-8844
Email: dsmith@inetx.com

12. **Captions**

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

13. **Choice of Law**

The law of the State of Texas shall govern the construction and interpretation of this Contract. Nothing herein shall be construed to waive the state's sovereign immunity.

IN WITNESS WHEREOF, the parties hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties.

InterNetwork Experts

Authorized By: 

Name: PAUL KLOTZ

Title: Vice President

Date: 11-18-03

**The State of Texas, acting by and through the
Department of Information Resources**

Authorized By: 

Name: Patrick W. Hogan

Title: Director of Business Operations

Date: 11/13/03

Legal:  11/13/03



Schools and Libraries Division

November 17, 2010

Lee Ullrich
Royal Independent School District
281-232-0928
Application Number **351477**

Response Due Date: December 3, 2010

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2010 Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the Universal Service program. We are currently in the process of reviewing your Funding Year 2010 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below.

I. The rules of this support mechanism require that a legally binding agreement with the service provider must have been in place at the time of submission of the Form 471. Please detail the process by which a legally binding agreement with the service provider was established prior to the filing of the Form 471 351477, FRN 976792. Send documentation to support your legally binding agreement if the understanding was in writing.

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Tim Curtin
Program Compliance
Schools & Libraries Division
Phone: 973-581-5038
Fax: 973-599-6525
E-mail tcurtin@sl.universalservice.org



November 22, 2010

Re: Application Number 351477

Dear Mr. Curtin:

The purpose of this letter is to provide the follow-up requested in your November 17, 2010 request for additional information.

Please be advised that it is my understanding that Royal ISD followed the following procedure, which led to a contractual relationship:

1. A form 470 was posted on November 5, 2002;
2. The District searched the Texas DIR website for potential e-rate vendors;
3. An agreement was reached with the only company that responded, InterNetwork Experts, Inc., on January 28, 2003 which was prior to the filing of the Form 471 #351477, FRN 976792 on February 4, 2003; and,
4. The agreement was confirmed with Royal's list of equipment needs and a purchase order, which was provided as a part of our appeal.

Please feel free to contact me if you need additional information. Thank you for your attention.

A handwritten signature in black ink, appearing to read "Lee Ullrich". The signature is fluid and cursive, with a large initial "L" and a stylized "U".

Lee Ullrich
Erate Consulting Specialists, Inc.



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2003-2004

November 30, 2010

Lee Ullrich
Erate Consulting Specialists, Inc.
7422 Foster Creek Drive
Richmond, TX 77406

Re: Applicant Name: ROYAL INDEP SCHOOL DISTRICT
Billed Entity Number: 141293
Form 471 Application Number: 351477
Funding Request Number(s): 976792
Your Correspondence Dated: October 14, 2010

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2003 Commitment Adjustment Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 976792
Decision on Appeal: Denied
Explanation:

- Upon review of this appeal, it is determined that Royal Independent School District (the District) submitted their Form 471 application on February 4, 2003. According to USAC records, there is no evidence that a binding agreement with InterNetwork Expert for FY 2003-2004 was in effect before the signing and submission of the Form 471. During the course of additional review, the District was asked to provide a copy of the Contract related to FRN 976792. The record shows that the District failed to provide this document. Additionally, you were asked via the appeals review mechanism to detail the process by which a legally binding agreement with the service provider was established prior to the filing of the Form 471. In response, you indicated that an oral agreement was reached with the only company that responded, InterNetwork Experts, Inc., on January 28, 2003. You also indicated that the agreement was confirmed with the District's list

of equipment needs and a purchase order, which was provided as a part of your appeal. USAC's Program Compliance team has reviewed this documentation and has determined that the purchase orders submitted in lieu of a legally binding agreement were issued and/or dated after your Form 471 certification was postmarked on February 4, 2003 and verbal agreements do not meet FCC requirements of a legally binding obligation.

- SLD has determined that, at the time you submitted your Form 471 application, you did not have a signed contract or legally binding agreement for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. § 54.504(c). The FCC has consistently upheld SLD's denial of Funding Request Number(s) when there is no contract or legally binding agreement in place for the funding requested.¹ The FCC Form 471 instructions under Block 5 clearly state that you MUST have a signed contract or a legally binding agreement for all services that you order on your Form 471 except tariffed services and month-to-month services.² You did not provide evidence with your appeal that, at the time you signed your Form 471, you had signed a contract or legally binding agreement for eligible services. Consequently, SLD denies your appeal.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

cc: Nathaniel Richardson, Jr.

¹ *Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism*, File No. SLD-256981, CC Docket Nos. 02-6, Order, 18 FCC Rcd. 22,994, DA 03-3526 (2003).

² See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (December 2002) at page 20.